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PL 2419

Reserve

FOOD DISTRIBUTION ADMINISTRATION

HANDY REFERENCE

TO

PROCUREMENT DOCUMENTATION

A GRAPHIC COMPILATION OF THE HANDLING OF FORMS NECESSARY TO PROPERLY DOCUMENT THE PROCUREMENT OF FOODSTUFFS. THE CHARTS PRESENTED HEREIN
DEPICT THE MINIMUM DISTRIBUTION OF DOCUMENTS REQUIRED TO EFFECT AN ORDERLY OPERATION.

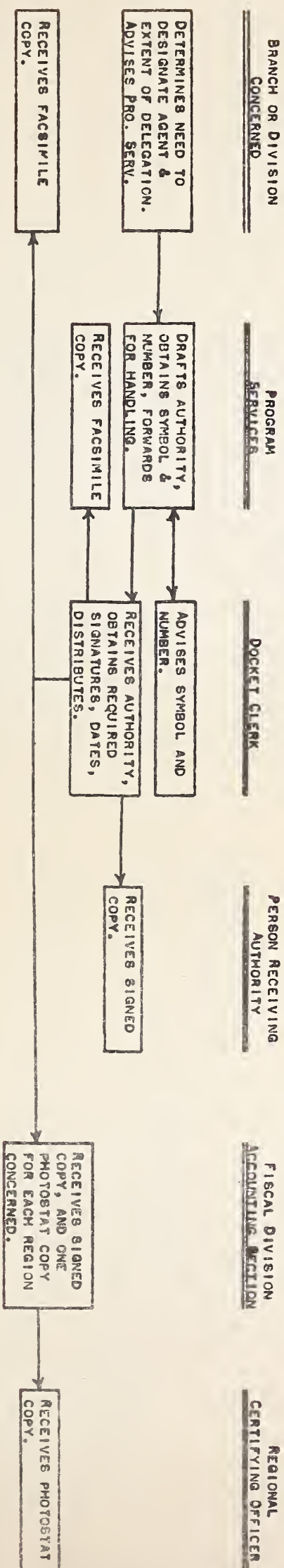
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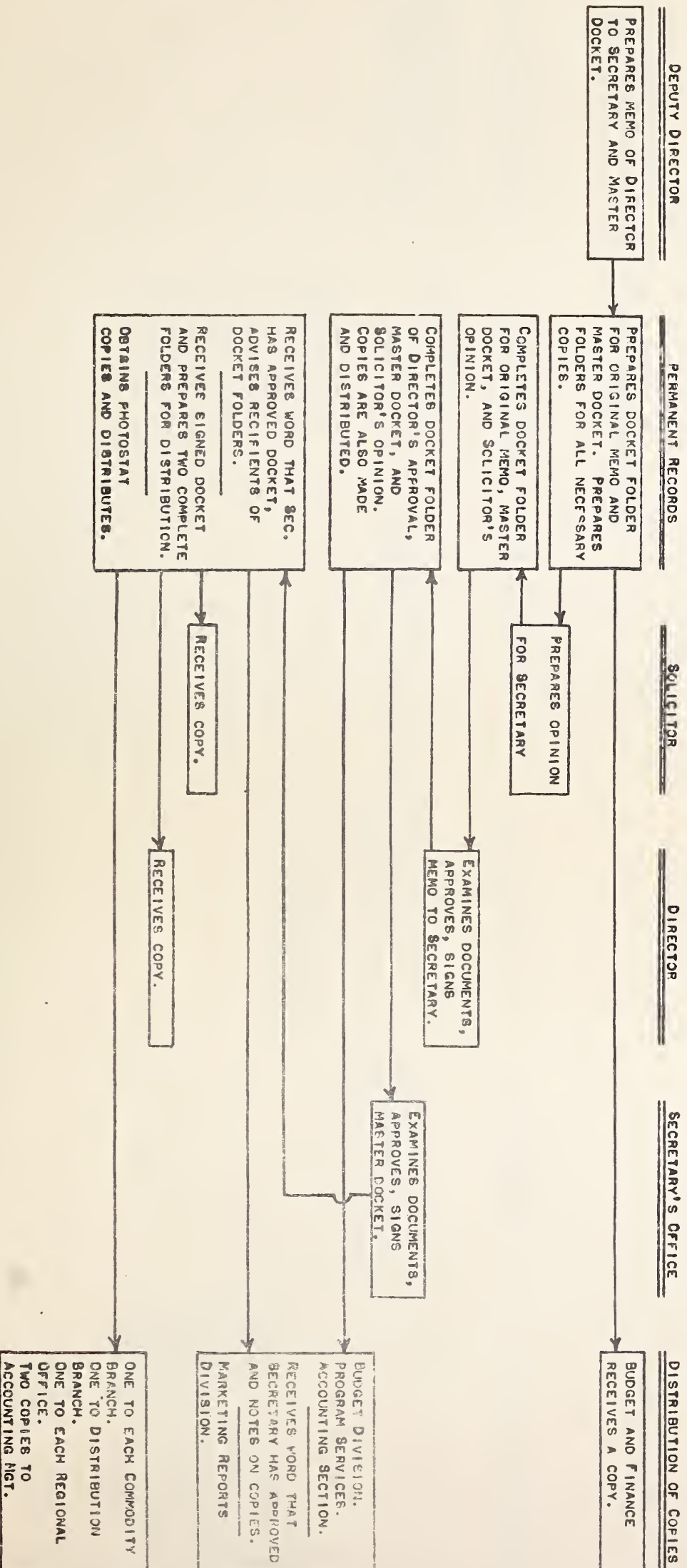
PREPARED BY
PROGRAM LIAISON DIVISION
PROGRAM SERVICES SECTION
JANUARY 30, 1943

APPROVED:
Ray W. Clavette
DEPUTY DIRECTOR

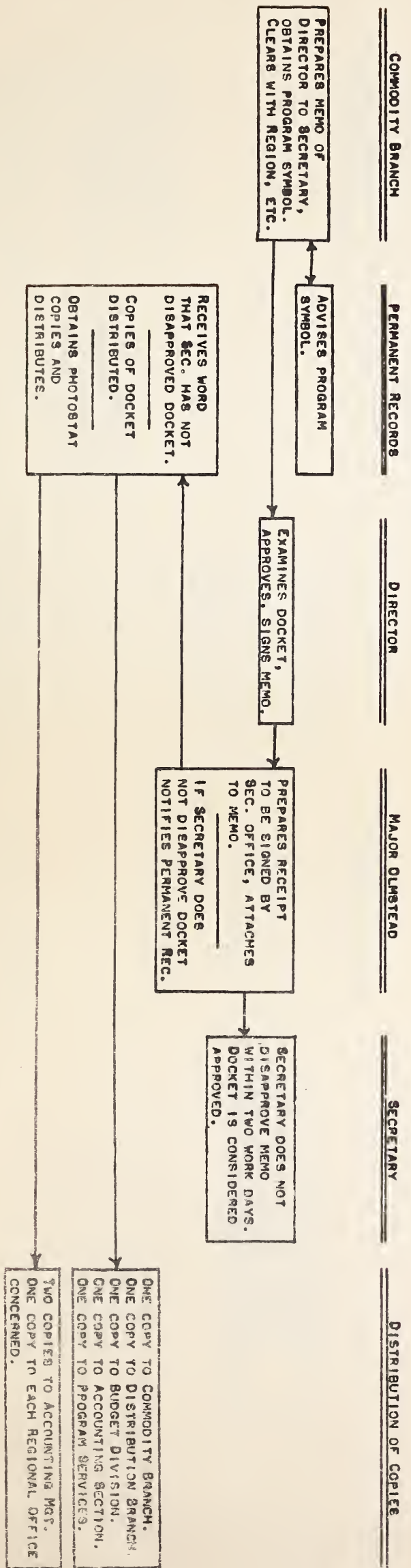
PERSONNEL AUTHORITIES: (DESIGNATION OF AGENTS)



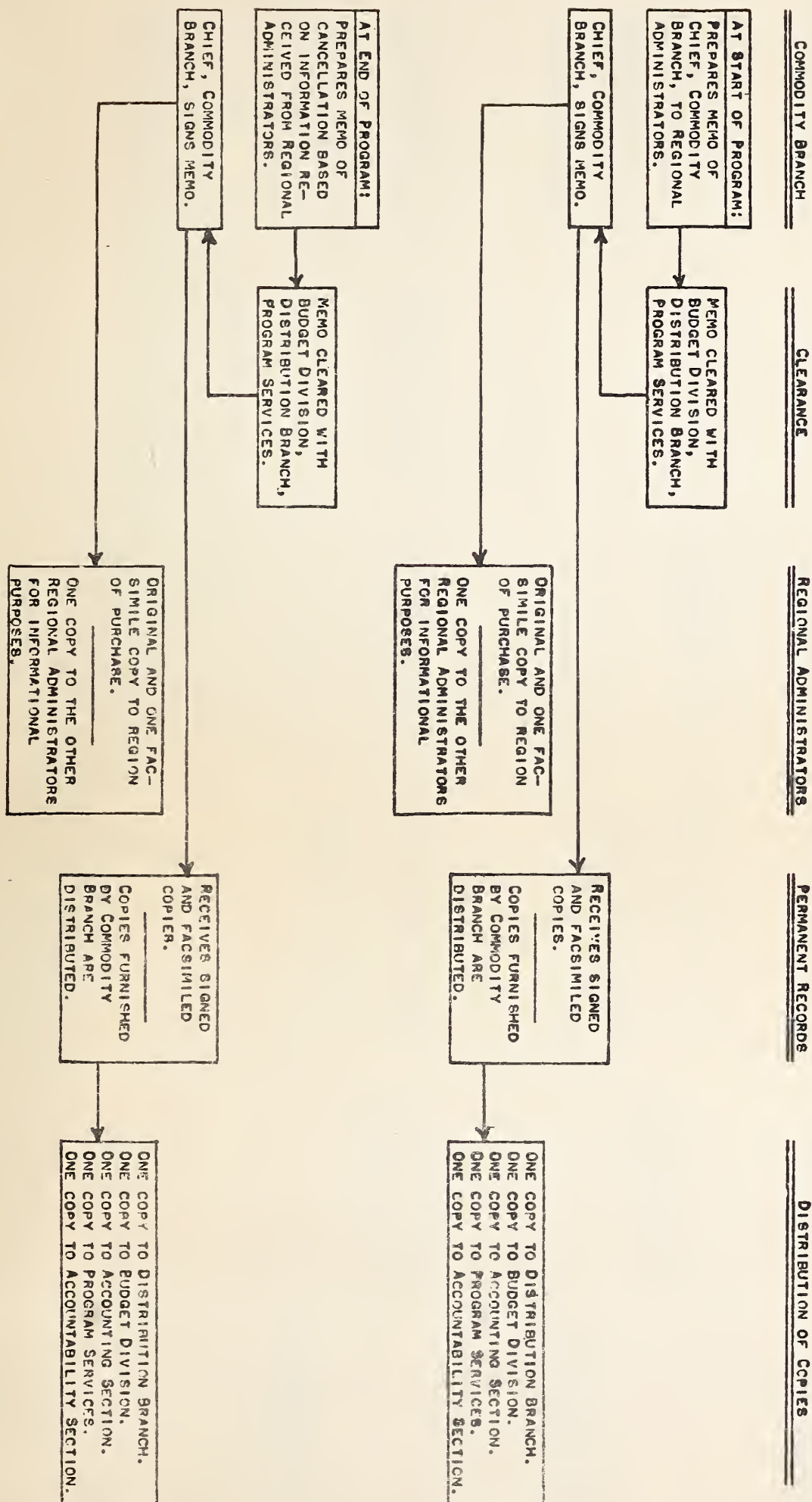
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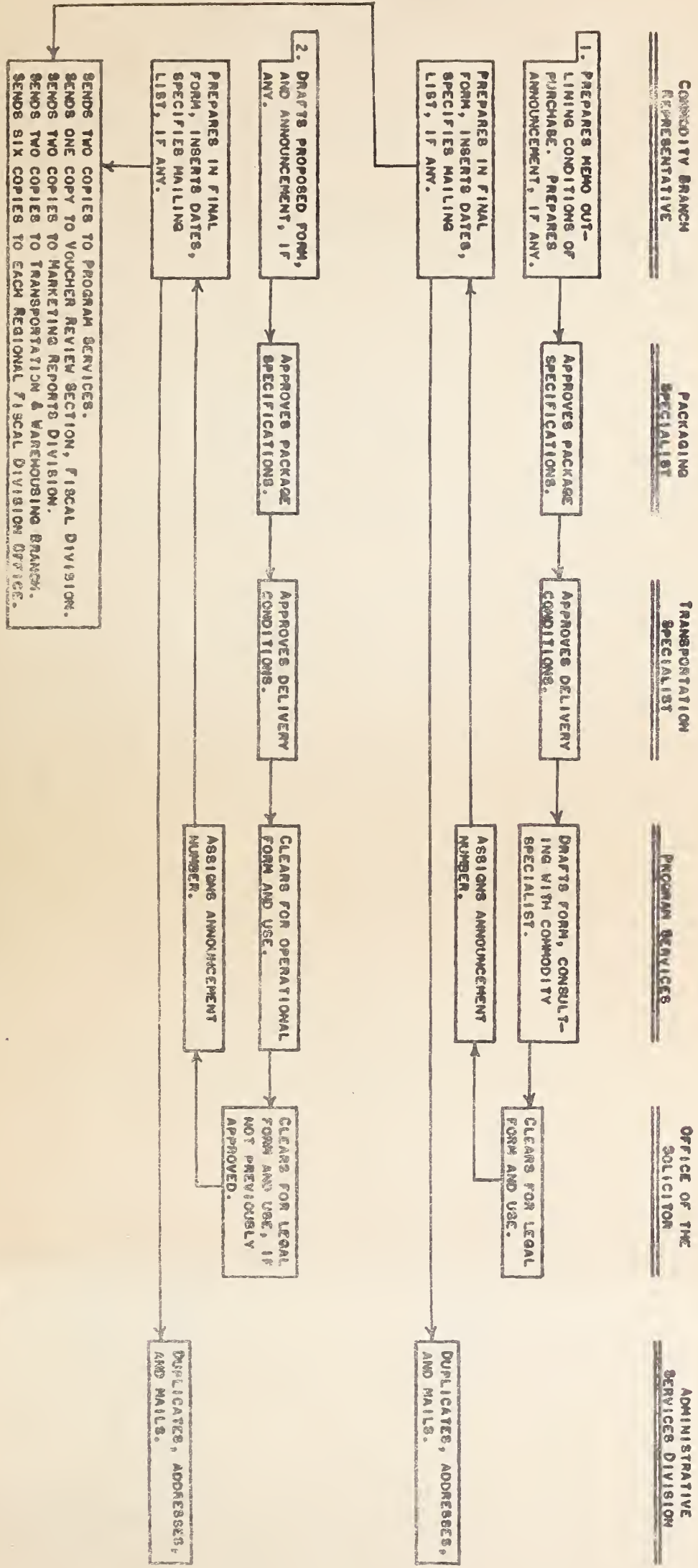
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PURCHASE AND DEVELOPMENT OF (ALL PROGRAMS)



UNITED STATES DEPARTMENT OF AGRICULTURE
Food Distribution Administration
Washington 25, D. C.

June 14, 1943

Announcement FSC 1517 - Spray Process Dried Skim Milk
(Supersedes Announcement FSC 1391)

The Food Distribution Administration hereby announces that it intends to purchase, through the Federal Surplus Commodities Corporation, hereinafter referred to as the FSCC, Extra and Standard grade spray process dried skim milk, including any required to be set aside pursuant to Food Distribution Order No. 54, or subsequent orders, and not sold to other designated agencies, (see Federal Register Vol. 8, Pg. 7210); and hereby announces that it is now prepared to receive offers for the sale of this product.

Offers submitted pursuant to this announcement will be accepted by, and after acceptance will become contracts with, the FSCC.

HOW TO SUBMIT AN OFFER

Offers may be submitted by letter or telegram to the Contract Division, Dairy and Poultry Branch, Food Distribution Administration, Washington 25, D. C., and must state the following:

1. That the offer is made subject to the terms of Announcement FSC 1517.
2. Number of cars and pounds offered.
3. Grade (whether Extra or Standard grade).
4. Net weight per barrel.
5. Price in cents per pound, f.o.b. cars, trucks or any local warehouse at each delivery point.
6. Point or points of delivery. (If in warehouse specify name of warehouse).
7. Name of originating carrier serving plant or warehouse at each delivery point.
8. Specific date (s) on which milk will be ready for delivery.

TERMS AND CONDITIONS

In submitting an offer to sell, the following terms and provisions of this announcement shall become a part of the offer to sell and, upon acceptance by the FSCC, the offer and acceptance shall constitute a valid and binding contract.

1. Period for Submission of Offers: Offers may be submitted at any time and will be considered for acceptance by the FSCC as soon as possible after receipt. Notice of such acceptance will be given successful offerers by telegram filed at Washington, D. C. not later than midnight of the second business day after receipt of the offer.
2. Quantity: Offers are preferred in maximum carlots but may be for any quantity in multiples of not less than a minimum carlot. On delivery a tolerance of two percent in pounds will be permitted on the total quantity contracted, provided no carlot shipment shall be less than a minimum carlot for the classification territory in which the shipment originates, subject to minimum car regulations of the ODT. Offers which include spray dried skim milk not produced by the vendor should be accompanied by a statement giving the name and location of the producer from whom such powder was purchased together with the specific quantity of such powder included in the offer.
3. Quality: All of the spray process dried skim milk delivered shall meet the requirements of Extra or Standard grade as set forth in the attached, "Tentative U. S. Standards for Grades of Dried Skim Milk and Dried Whole Milk", dated May 14, 1943. If Food Distribution Administration inspection of the milk offered as Extra grade shows that it does not meet the specifications for Extra grade but that it meets the Standard grade specifications, the vendor shall have the option of (a) delivering such product as Standard grade at a price 1/2 cent less than the contracted price or (b) delivering a substitute lot which meets the Extra grade specifications.
4. Inspection: The grades and weights of the milk to be delivered shall be evidenced by certificates issued by the Food Distribution Administration of the War Food Administration. It shall be incumbent upon the vendor to arrange for inspection of the milk in ample time or at least 6 business days prior to the date the milk will be ready for inspection to assure that the sampling will be completed by the delivery date specified in the offer. The sampled milk may be shipped at the vendor's risk prior to the receipt of the grading certificate. However, the responsibility of the milk meeting contract requirements rests with the vendor. The inspection fees and charges will be at the expense of the FSCC. However, in order to facilitate payment of vendor's invoices, such fees and charges shall be paid by the vendor but the FSCC will reimburse the vendor for such part of the inspection fees and charges as are applicable to the milk which is for delivery to the FSCC. The claim for payment for such charges shall be made on the same voucher as is issued for the milk.
5. Containers: Dried skim milk delivered to the FSCC shall be packed in barrels meeting the requirements of "Specifications For Barrels and Liners For Dried Skim Milk Form FSC 1718-C", attached.
6. Markings: Each barrel shall be clearly marked in accordance with "Marking Instructions for Dried Skim Milk Containers", attached, and with such other legend as may be prescribed by the FSCC prior to shipment.
7. Delivery: Delivery shall be made, at the option of the FSCC, f.o.b. railroad cars or trucks at the vendor's plant or warehouse. If such plant or warehouse is not served by a railroad, delivery shall be made at the

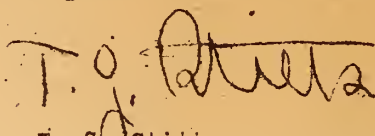
option of the FSCC f.o.b. trucks, or f.o.b. cars at any team track, or f.o.b. any other local warehouse located within the city limits of the stated f.o.b. point. Delivery of the milk, accepted in accordance with the provisions hereof, will be taken by the FSCC within ten days after the delivery date specified in the offer, provided it has been inspected. The date of original acknowledgment of receipt of the milk, bills of lading, or warehouse receipts, acceptable to the FSCC shall constitute the date of physical delivery. Upon receipt of shipping instructions the vendor shall ship the milk in accordance therewith. The FSCC will give 5 days' notice prior to shipping. The cars shall be loaded in accordance with Section 3, Rule 27, of the "Consolidated Freight Classification and Methods of Loading Cars" as required by the Association of American Railroads.

8. Price: In addition to the price stated in the offer, the FSCC will pay to Authorized Receivers, as defined in Food Distribution Order No. 54, 1/2 cent per pound for receiving, assembling, handling, storing, financing, and/or shipping the milk in carlot quantities.
9. Price Ceiling Warranty: The vendor represents and warrants that the offered price does not exceed any existing applicable maximum prices established by the Office of Price Administration and that in the event, at the time of delivery, the price stated in the offer exceeds any applicable maximum price, established by the Office of Price Administration, the vendor shall be entitled only to the amount of the established maximum price. The vendor shall refund to the FSCC any money received in excess of such maximum price.
10. Notice of Overtime Law: The regulations relating to overtime compensation stipulated by Executive Order 9240, signed by the President on September 9, 1942, as amended by Executive Order 9248, dated September 17, 1942 shall apply.
11. Minimum Wartime Work Week: Attention is invited to Executive Order No. 9301, dated February 9, 1943, 8 Federal Register, 1825, and such applicable policies, directives and regulations as have been and may hereafter be issued by the War Manpower Commission. Questions concerning the interpretation or application of the orders or regulations should be taken up with the regional or area manpower directors.
12. Telegraphic Notice of Shipment or Delivery: Immediately upon shipment (THE DAY THE SHIPMENT LEAVES CONSIGNOR'S PLANT) the vendor shall notify the Food Distribution Administration by COLLECT TELEGRAM, at the location shown on the Notice to Deliver, that such shipment or delivery has been made. STATE SEPARATELY FOR EACH CONTRACT and for EACH CARLOAD OR LOT delivered the following: order number;-commodity;-contract number;-number and net weight of barrels;-gross weight (shipping weight);-car initials and number;-date shipped;-consignee;-destination;-delivering carrier. This information is necessary for the purchaser to arrange for proper receipt and handling of the commodities upon arrival at destination. The vendor shall pay to the purchaser any demurrage, handling, or other costs incurred by the purchaser as a result of vendor's failure to send such notice.

13. Discrimination: (a) The seller in performing the work required by this contract shall not discriminate against any person or employee because of race, creed, color, or national origin. (b) The seller agrees that the provisions of Paragraph (a) above will also be inserted in all of his sub-contracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or legal entity, for a specific part of the work to be performed in connection with the commodity furnished under the contract: Provided, however, that a contract for the furnishing of standard or commercial articles or raw materials shall not be considered as a subcontract.
14. Liquidated Damages: (a) Late delivery by the vendor of milk accepted by the FSCC under this announcement will cause serious and substantial damage to the FSCC because of its urgent need for prompt delivery. Since it will be difficult, if not impossible, to prove the amount of such damages, the vendor shall pay to the FSCC by way of compensation, and not as penalty, liquidated damages at the rate of \$0.001 per pound for each ten days' delay in delivery or fraction thereof. The vendor in submitting an offer, and the FSCC in accepting such offer, agree that such damages are a reasonable estimate of the probable actual damages. Deductions representing such damages shall be made by the FSCC from any amounts due the vendor. (b) In the event of a total failure to deliver, in whole or in part, the vendor shall pay liquidated damages at the rate set forth above in the same manner as for late delivery and, in addition thereto, the FSCC shall be entitled to recover the difference between the cost of replacement of the commodity and the contract price calculated as of the date when the total failure to deliver takes place. A total failure to deliver within the meaning of this paragraph shall be deemed to have taken place (1) if subsequent to the time for delivery the vendor shall declare his intention not to deliver or, (2) if subsequent to the time for delivery, and before delivery has been tendered, the FSCC shall declare its intention not to accept.
15. Payment: Payment of vendor's invoices will be made as soon as practicable after a correct claim is submitted and payment will be contingent upon compliance with conditions set forth herein.
16. Contract of Sale: This announcement together with the offer and acceptance shall constitute a contract of sale between the seller and the FSCC.

Any inquiries concerning the shipment of the milk shall be directed to the Transportation and Warehousing Branch (Telephone Republic 4142, Extension 3129).

Further details with respect to this purchase program may be obtained by communicating with the Contract Division, Dairy and Poultry Branch, Food Distribution Administration, Washington, D. C. (Telephone Republic 4142, Extension 4417).


T. G. Stitts

Chief, Dairy and Poultry Branch

OFFERS, ABSTRACTS, AND AMENDMENTS:

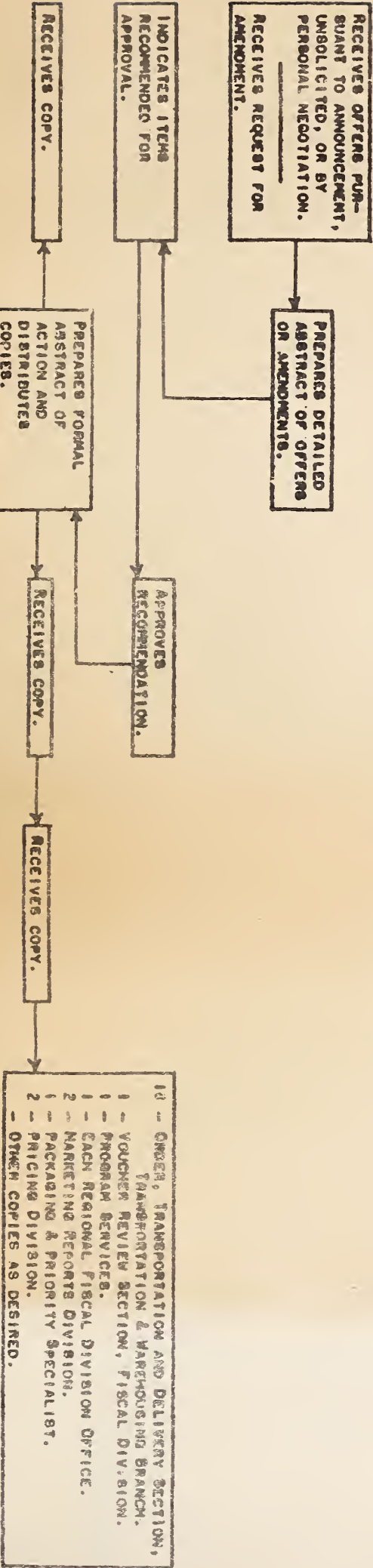
COMMODITY BRANCH
REPRESENTATIVE

COMMODITY BRANCH
ABSTRACT CLERK

COMMODITY BRANCH
CHIEF

COMMODITY BRANCH
CONTRACT SECTION

DISTRIBUTION OF COPIES



For FSCC Use Only:

Contract No. FSC (F) _____

Contract Date _____

To: Federal Surplus Commodities Corporation

Negotiated Contract

We, the undersigned vendor, hereby offer to sell Baking Powder to the Federal Surplus Commodities Corporation, hereinafter referred to as FSCC, on the basis of the following terms and conditions:

1. Quantity, Point of Origin, F.O.B. Point, Railroad(s) Serving, Type, Delivery Schedule, Price Per Pound F.O.B. cars or trucks at Vendor's Plant or Warehouse, Description of Packaging, and Net and Gross Weights: We offer all or any part of _____ pounds of the following commodity as scheduled below:

Baking Powder

Point of Origin: _____

Railroad(s) Serving: _____

Quantity Offered Pounds	Type	Size Container (Net Contents)	F.O.B. Point	Delivery Schedule	Price Per Pound
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Description of Packaging: _____

Net and Gross Weights:
(Shipping Containers) _____

2. Delivery: We agree to deliver the Baking Powder offered herein as FSCC shall direct f.o.b. cars or trucks at vendor's plant or warehouse, FSCC option, at f.o.b. point indicated above, at such time during the applicable calendar month specified above, provided that we are given _____ days' notice prior to the beginning of delivery.

For FSCC Use Only:

Contract No. FSC (F) _____

Contract Date _____

To: Federal Surplus Commodities Corporation

Negotiated Contract

We, the undersigned vendor, hereby offer to sell Baking Powder to the Federal Surplus Commodities Corporation, hereinafter referred to as FSCC, on the basis of the following terms and conditions:

1. Quantity, Point of Origin, F.O.B. Point, Railroad(s) Serving, Type, Delivery Schedule, Price Per Pound F.O.B. cars or trucks at Vendor's Plant or Warehouse, Description of Packaging, and Net and Gross Weights: We offer all or any part of _____ pounds of the following commodity as scheduled below:

Baking Powder

Point of Origin: _____

Railroad(s) Serving: _____

Quantity Offered Pounds	Type	Size Container (Net Contents)	F.O.B. Point	Delivery Schedule	Price Per Pound
-------------------------------	------	-------------------------------------	-----------------	----------------------	-----------------------

Description of Packaging: _____

Net and Gross Weights:
(Shipping Containers) _____

2. Delivery: We agree to deliver the Baking Powder offered herein as FSCC shall direct f.o.b. cars or trucks at vendor's plant or warehouse, FSCC option, at f.o.b. point indicated above, at such time during the applicable calendar month specified above, provided that we are given _____ days' notice prior to the beginning of delivery.

3. Specifications: All Baking Powder delivered hereunder will meet all applicable provisions of the Federal Specifications for Baking Powder EE-P-611, of the issue in effect on the date of offer.

Baking powder shall conform in every applicable respect to the provisions of the Federal Food, Drug, and Cosmetic Act, as amended, and of regulations issued pursuant thereto and in effect on date of offer.

4. Inspection: We agree to furnish for each delivery, at the expense of the FSOC, certificates of inspection issued by the Food Distribution Administration of the United States Department of Agriculture, or by a person or Agency designated by and under the supervision of that Administration.
5. Packaging, Labeling and Marking: We agree that the Baking Powder delivered hereunder will be packed, labeled, and marked as follows:

- A. Packaging: Quotations shall be for containers of five pounds net weight each, meeting specifications as outlined in Form FSC 1763, fiber cans for overseas shipment, copy of which is attached.

Shipping Container: Shall meet the requirements as set forth in Form FSC 1742-C, copy of which is attached.

- B. Labeling: Inner containers shall be labeled with regular commercial labels complying with all Federal Specifications.

- C. Marking: Shipping cases shall be marked to show the net contents, name of vendor, commodity, contract number, and a legend which may be prescribed by the FSOC.

6. Minimum Wartime Work Week: We are familiar with the requirements of Executive Order No. 9301, February 9, 1943, 8 Federal Register, 1825, establishing a minimum war-time work-week of forty-eight hours, and such applicable policies, directives, and regulations issued by War Manpower Commission. We will consult with the Regional or Area Manpower Director concerning any question which may arise as to interpretation or application of the order or regulations.
7. Notice of Overtime Law: All applicable provisions of Executive Order 9240, signed by the President on September 9, 1942 (7 F. R. 7159), as amended by Executive Order 9248, signed by the President on September 17, 1942 (7 F. R. 7419) relating to overtime compensation shall be observed.
8. Telegraphic Notice of Shipment or Delivery: Immediately upon shipment (THE DAY THE SHIPMENT LEAVES CONSIGNOR'S PLANT) the seller shall notify the Food Distribution Administration by COLLECT TELEGRAM, at the location shown on the Notice to Deliver, that such shipment or delivery has been made. STATE SEPARATELY FOR EACH CONTRACT and for EACH CARLOAD or lot delivered the following: Order number;-commodity;-type, grade, or style;-number of packages and contents of packages expressed in units as contracted for;-true net weight of commodity;-gross weight (shipping weight);-car initials and number;-date shipped, consignee, destination, delivering carrier. This information is necessary for the purchaser to arrange for proper reception and

handling of the commodities upon arrival at destination; therefore, seller shall pay to the purchaser any demurrage, handling, or other costs incurred by the purchaser as a result of seller's failure to send such notice.

9. Price Ceiling Warranty: The seller represents and warrants that the price or prices of the commodity do not exceed any existing applicable maximum price or prices established by the Office of Price Administration. In the event the price or prices of the commodity, at the time of delivery thereof, exceed the then applicable maximum price or prices, the seller shall be entitled only to the amount of such established maximum and shall refund to the purchaser all moneys received in payment for such commodity in excess of such established maximum.
10. Payment: Payment will be made by FSOC as soon as practicable after a correct claim is submitted for any delivery and payment will be contingent upon full compliance with conditions set forth herein.
11. Execution: This offer is conditioned upon its being accepted by FSOC on or before June 17, 1943. Notice of acceptance may be given by the filing of telegram at Washington, D. C., not later than midnight of such date.

IN WITNESS WHEREOF, the undersigned has executed this offer this _____ day of _____, 1943.

(If a Corporation
affix seal)

Name of Firm _____

By _____

Title _____

Style of Firm _____
(Corporation, Partnership, Individual, etc.)

Street Address _____

City and State _____

10. Acceptance:

To _____

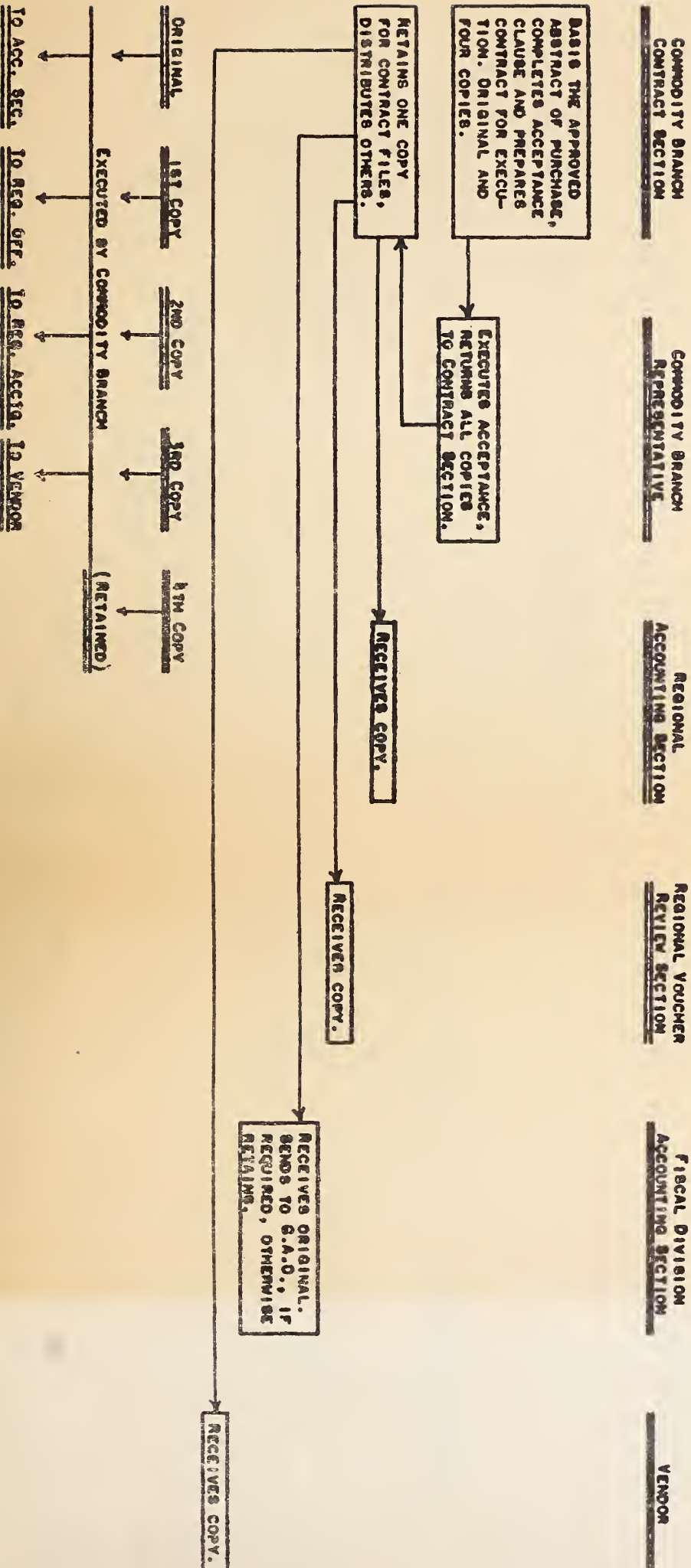
Your offer is hereby accepted this _____ day of _____, 1943,
for delivery of Baking Powder as scheduled below:

Quantity	Type	F.O.B.	Description of Packaging	Delivery	Price
Pounds		Point		Period	Per Pound

Purchase Representative, FSCC

A-206

CONTRACT HANDLING



PERFORMANCE BONDS

COMMODITY BRANCH
CONTRACT SECTION

CONTRACTOR

FISCAL DIVISION
ACCOUNTING SECTION

TREASURY DEPARTMENT

PARTIALLY EXECUTES
ORIGINAL AND TWO
COPIES OF REQUIRED
BOND FORM.

COMPLETES BOND,
EXECUTES, OBTAINS
SURETY'S EXECUTION.
RETURNS ORIGINAL
AND ONE COPY.

VERIFIED FOR FACTUAL
DATA. COPY RETAINED.
ORIGINAL SENT TO THE
FISCAL DIVISION.
ADVISES ORDER SECTION
AND REGIONAL VOUCHER
REVIEW SECTION THAT
BOND HAS BEEN RECEIVED
AND FORWARDED TO AC-
COUNTING SECTION

CLEARED WITH TREASURY
DEPARTMENT.
SENDS ORIGINAL TO
G.A.O. IF ORIGINAL
CONTRACT WENT TO
G.A.O.; OTHERWISE
FILES WITH RETAINED
ORIGINAL OF CONTRACT.

CLEAR AS TO SURETY

ORIGINAL

1ST COPY

2ND COPY
(RETAINED)

TO CONTRACTOR

TO COMMODITY BRANCH (RETAINED)

TO FISCAL DIVISION

TO G.A.O. OR
RETAINED

ASSIGNMENTS OF CLAIMS: (PROGRAMS OTHER THAN GCP.)

VENDOR

FINANCIAL INSTITUTION

COMMODITY BRANCH

REGIONAL VOUCHER
REVIEW SECTION

STEP 1.

PREPARES AND EXECUTES THE INSTRUMENT OF ASSIGNMENT IN ORIGINAL AND ONE COPY.

PREPARES NOTICE OF ASSIGNMENT IN ORIGINAL AND THREE COPIES. FORWARDS INSTRUMENT (ORIGINAL COPY) AND NOTICE (ORIGINAL AND THREE COPIES). RETAINS ONE COPY OF INSTRUMENT.

EXECUTES NOTICE OF ASSIGNMENT. RETAINS ORIGINAL OF INSTRUMENT AND OF NOTICE FOR CONTRACT FILE. FORWARDS THREE EXECUTED COPIES OF THE NOTICE.

FORWARDS TWO COPIES OF THE NOTICE TO REGIONAL VOUCHER REVIEW SECTION, WITH FIRST INVOICE UNDER THE CONTRACT.

RETAINS ONE COPY OF THE NOTICE, AND FORWARDS TWO COPIES TO THE VENDOR.

ONE COPY OF THE NOTICE ATTACHED TO ORIGINAL OF INVOICE SENT TO G.A.O., AND ONE COPY SENT TO REGIONAL FILES.

STEP 2.

SAME AS ABOVE SUBSTITUTING "GENERAL ACCOUNTING OFFICE" FOR "COMMODITY BRANCH".

STEP 3.

SAME AS ABOVE SUBSTITUTING "SURETY OR SURETIES" FOR "COMMODITY BRANCH".

STEP 4.

SAME AS ABOVE SUBSTITUTING "DISBURSING OFFICER" FOR "COMMODITY BRANCH".

NOTE: STEPS 1 AND 2 ABOVE ARE ALWAYS APPLICABLE.

STEP 3 IS APPLICABLE ONLY IF PERFORMANCE BOND IS REQUIRED.

STEP 4 IS APPLICABLE ONLY IF DISBURSING OFFICER IS NAMED IN THE CONTRACT.

INSPECTION CERTIFICATES, WEIGHT CERTIFICATES, CONSIGNEE'S RECEIPTS, & OTHER SIMILAR DOCUMENTS

CERTIFICATE
ISSUING OFFICER

VECHORN

REGIONAL VOUCHER
REVIEW SECTION

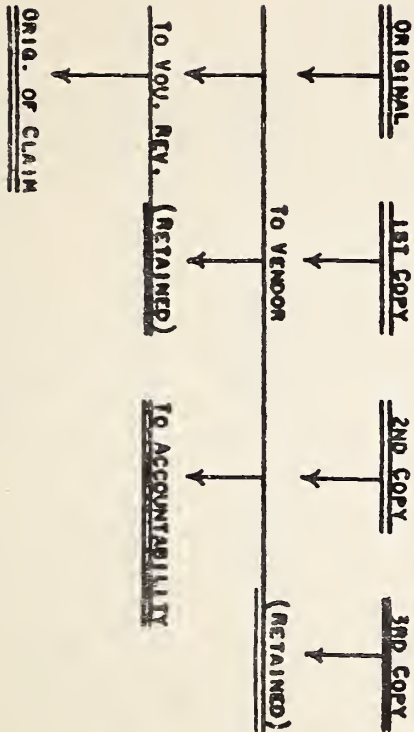
CUSTODY & DISPOSITION
ACCOUNTABILITY SECTION

PREPARES AND EXECUTES
REQUIRED CERTIFICATE.
ORIGINAL AND THREE
COPIES.

RETAINS ONE COPY OF
CERTIFICATE. ATTACHES
ORIGINAL AND ONE COPY
TO CLAIM FOR PAYMENT.
FORWARDS ONE COPY TO
WASHINGTON.

ATTACHES ORIGINAL CERTIFI-
CATE TO ORIGINAL OF CLAIM.
ATTACHES COPY OF CERTIFI-
CATE TO RETAINED COPY OF
CLAIM.

RECEIVES COPY OF THE
CERTIFICATE.



* THE COMMODITY BRANCH REPRESENTATIVE ISSUING INSPECTION CERTIFICATES CUSTOMARILY SENDS COPIES DIRECT TO THE INSPECTION DIVISION OF HIS BRANCH.

POWERS OF ATTORNEY:

VENDOR

COMMODITY BRANCH

REGIONAL VOUCHER
REVIEW SECTION

FISCAL DIVISION
ACCOUNTING SECTION

PREPARES AND OBTAINS
EXECUTION OF POWER
OF ATTORNEY, IN
ORIGINAL AND TWO
COPIES. TRANSMITS.

RETAINS ONE COPY
FOR CONTRACT FILE,
DISTRIBUTES ORIGINAL
AND ONE COPY.

RECEIVES COPY.

RECEIVES ORIGINAL, SENDS
TO G.A.D. IF ORIGINAL
CONTRACT WENT TO G.A.D.,
OTHERWISE RETAINS IN
CONTRACT FILE.

ORIGINAL

1ST COPY

2ND COPY

TO COMMODITY BRANCH
(RETAINED)

ACCTG. SEC.

VOU. REVIEW

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING ADMINISTRATION

ORDER FOR SERVICES

Program No. _____ O. S. No. _____
Commodity _____ Date _____
To _____ (Mailing address)
Services to be performed at _____
(Processor)

Detailed description of services to be performed, including unit, cost per unit, and number of units. If more than one service, indicate charge for each service:

I HEREBY CERTIFY that the prices stated above are the prices agreed upon for the processing, handling, or other service necessary on the above commodity; that such prices are not in excess of the prices charged by the industry for similar services, and that the execution of this order is in the best interests of the Government.

ORDER FORM SERVICES

COMMODITY BRANCH **VENDOR** **CUSTOMER & SUPPLY** **REGIONAL VOUCHER** **REGIONAL ACCOUNTING SECTION** **FISCAL DIVISION ACCOUNTING SECTION**

PREPARED AND EXECUTES ORDER FOR SERVICES IN ORIGINAL AND FIVE COPIES.

A. IF RELATED TO A PURCHASE CONTRACT WITH SAME VENDOR; PLACE ONE COPY IN COM-TRACT FOLDER.

RECEIVED COPY.

RECEIVED COPY.

RECEIVED EXECUTED COPY.

RECEIVED COPY.

RECEIVED ORIGINAL FROM VENDOR WITH ORIGINAL PURCHASE CONTRACT.

B. IF NOT RELATED TO A PURCHASE CONTRACT; RETAINS ONE COPY. DISTRIBUTES.

RECEIVES ORIGINAL AND TWO COPIES. RETAINS ONE COPY. ATTACHED ORIGINAL AND ONE COPY TO FIRST CLAIM FOR PAYMENT.

RECEIVED COPY.

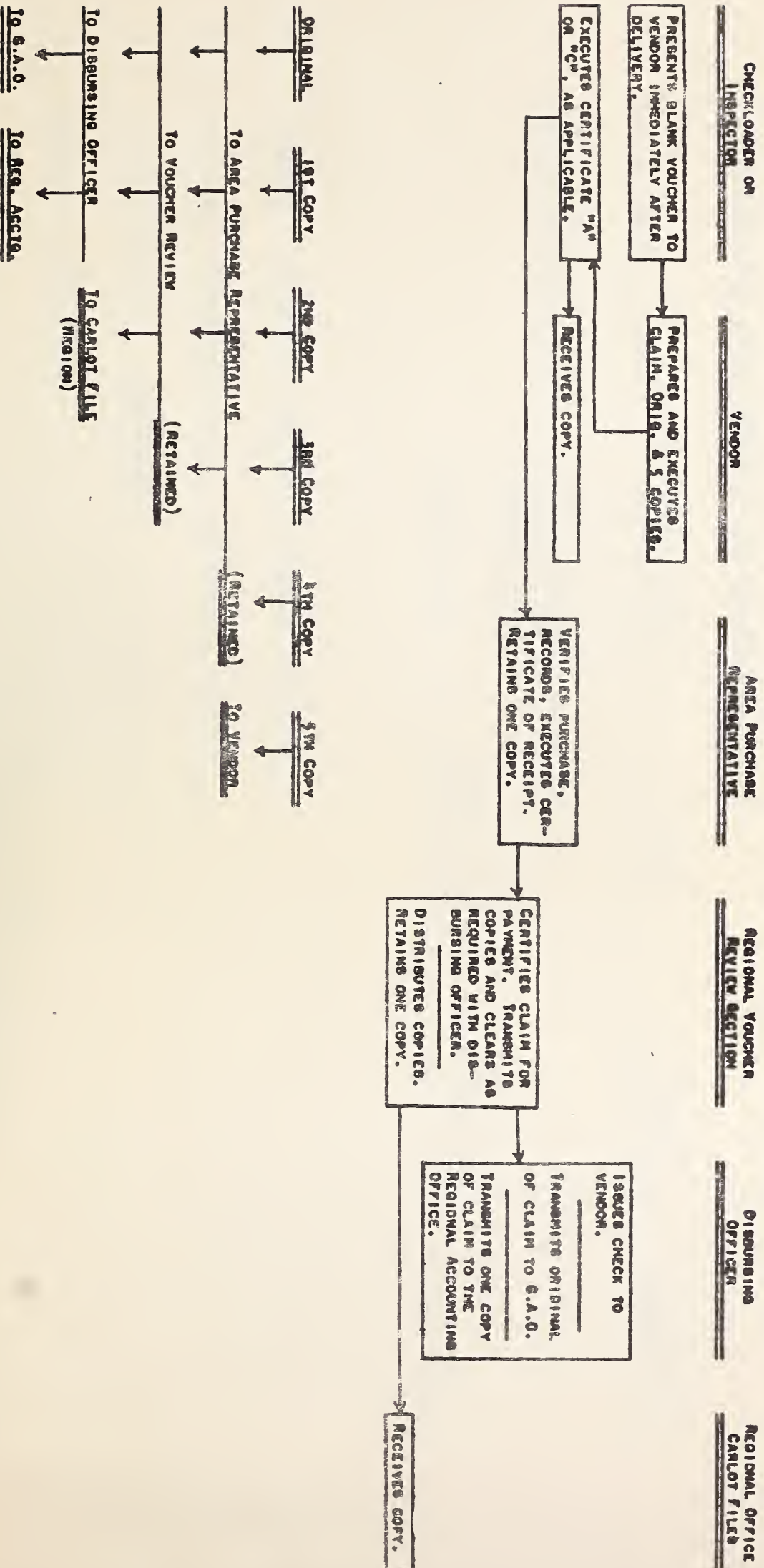
ATTACHED ORIGINAL TO ORIGINAL OF CLAIM. ATTACHES COPY TO RETAINED COPY OF CLAIM.

RECEIVED COPY.

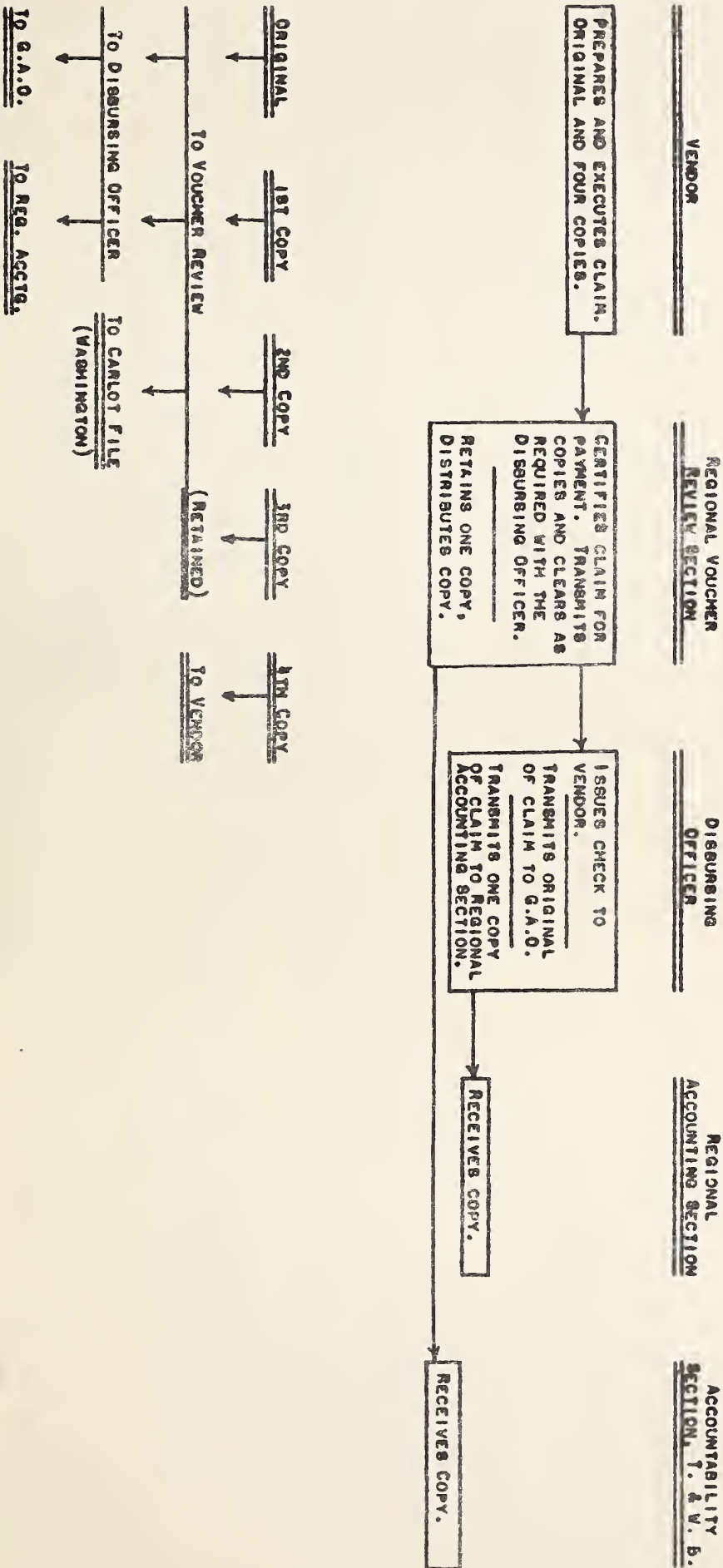
A. ORIGINAL
↓
1ST COPY
↓
2ND COPY
↓
3RD COPY
↓
4TH COPY
↓
5TH COPY (RETAINED)
↓
ACCTG. SEC.
↓
PRO. ACCTG.
↓
VEND. REVIEW
↓
ACCT. SEC.
↓
VENDOR

B. ORIGINAL
↓
1ST COPY
↓
2ND COPY
↓
3RD COPY
↓
4TH COPY
↓
5TH COPY (RETAINED)
↓
VEND. REV. (RETAINED)
↓
PRO. CLAIM

FORM SNA-1241 - PUBLIC VOUCHER - PURCHASE PROGRAM (FOR SECTION 32 PURCHASE USE ONLY)



STANDARD FORM - 1038: PUBLIC VOUCHER (FOR OTHER THAN SECTION 32 PROGRAMS)*



*THIS DOES NOT APPLY TO VOUCHERS COVERING TRANSFERS BETWEEN FDA PROGRAMS.

UNIVERSAL COMMODITY PROCUREMENT FORMS

THE FOLLOWING PROCUREMENT FORMS (FDA-290, FDA-291, AND FDA-292) HAVE BEEN DESIGNED TO MEET THE REQUIREMENTS OF MOST FOOD PROCUREMENT PROBLEMS AND MAY BE USED AS FOLLOWS:

1. UNDER OFFER AND ACCEPTANCE CONDITIONS; BY PREPARING AN ANNOUNCEMENT CONTAINING THE ESSENTIALS OF THE PURCHASE WHICH ANNOUNCEMENT IS MAILED TO THE TRADE WITH COPIES OF THE APPROPRIATE FORM. INTERESTED OFFERERS COMPLETE AND EXECUTE THE FORMS FOR SUBMISSION TO THE COMMODITY BRANCH WHICH ACCEPTS OR REJECTS SUCH OFFERS.
2. FOR UNSOLICITED OFFERS; BY PROPERLY COMPLETING A SET OF THE APPROPRIATE FORMS WHICH IS SUBMITTED TO THE OFFERER FOR EXECUTION AND THEN ACCEPTED BY THE PURCHASE REPRESENTATIVE.
3. FOR OFFERS SOLICITED BY TELEGRAM OR TELEPHONE; BY PROPERLY COMPLETING A SET OF THE FORMS AS IN 2 ABOVE.
4. FOR PERSONALLY NEGOTIATED OFFERS; BY PROPERLY COMPLETING AND EXECUTING A SET OF THE APPROPRIATE FORMS AT THE TIME OF NEGOTIATION.

FORM FDA-290 IS DESIGNED FOR THE "AVERAGE" COMMODITY.
 FORM FDA-291 IS DESIGNED FOR COMMODITIES PURCHASED IN UNIFORM PACK, THOUGH OF VARIOUS TYPES, GRADES, AND PACKAGES.
 FORM FDA-292 IS DESIGNED FOR COMMODITIES CARRYING TRANSIT PRIVILEGES, ESPECIALLY GRAIN PRODUCTS.

THERE ARE TWELVE ITEMS IN THE CONDITIONS REQUIRING SPECIFIC REFERENCE IN THE CONTRACT.

APPLICATION OF LIQUIDATED DAMAGES AND PERFORMANCE BOND IS FOR THE ADMINISTRATIVE DISCRETION OF THE COMMODITY BRANCH CONCERNED.

USE OF CONDITIONS 12, 13, AND 14 IS REQUIRED WHENEVER THE AUTHORITY TO ENTER INTO THE CONTRACT IS MADE AVAILABLE UNDER THE WAR POWERS ACT.

USE OF CONDITION 15 IS REQUIRED WHENEVER THE SELLER IS THE MANUFACTURER OF THE PRODUCT COVERED BY THE CONTRACT.

ALL CONDITIONS STATED ARE INCLUDED IN THE CONTRACT UNLESS SPECIFICALLY MADE INAPPLICABLE.

CONDITIONS 7 AND 8 ARE RENDERED INAPPLICABLE BY INSERTING THE WORD "NONE" ON THE APPROPRIATE LINES ON THE REVERSE OF THE FORM.

CONDITIONS 12, 13, 14, OR 15 ARE RENDERED INAPPLICABLE BY INSERTING AFTER THE TITLE "OTHER CONDITIONS" ON THE REVERSE OF THE FORM, "CONDITIONS 12, 13, AND 14 NOT APPLICABLE", ETC.

THESE FORMS HAVE BEEN PRINTED IN LEGAL SIZE, SINGLE SHEET, AND ARE AVAILABLE FROM THE ADMINISTRATIVE SERVICES DIVISION.

TO: THE FOOD DISTRIBUTION ADMINISTRATION:

WE, THE UNDERSIGNED VENDOR, HEREBY OFFER TO SELL THE BELOW LISTED COMMODITY TO THE _____, ON THE BASIS OF THE TERMS AND CONDITIONS SET FORTH HEREIN, ON THE REVERSE HEREOF AND IN _____, DATED _____;

1. COMMODITY: _____
2. QUANTITY: ALL OR ANY PART OF _____
3. STYLE, ETC.: _____
4. PRICE: _____
5. POINT OF DELIVERY: _____
6. ORIGINATING CARRIER: _____
7. DATE } OF DELIVERY:
PERIOD } _____
8. RATE OF DELIVERY: _____
9. CARRYING CHARGE RATE: _____
10. COMMODITY SPECIFICATION: _____

11. PACKAGING: _____

12. LIQUIDATED DAMAGES: _____
13. PERFORMANCE BOND: _____
14. OTHER CONDITIONS: _____
15. EXECUTION: THIS OFFER SHALL BE ACCEPTED ON OR BEFORE _____

NOTICE OF ACCEPTANCE MAY BE GIVEN BY TELEGRAM FILED IN THE UNITED STATES NOT LATER THAN MIDNIGHT OF SUCH DATE. THIS OFFER IS EXECUTED AS OF _____ BY:.....NAME OF FIRM _____

BY _____ TITLE _____
(AFFIX }
SEAL, } TYPE OF FIRM _____
(IF ANY) }
STREET ADDRESS _____
CITY & STATE _____

LOCATION OF INVOICING OFFICE _____

ACCEPTANCE: _____ DATE _____

QUANTITY _____

BY _____ PURCHASE REPRESENTATIVE

ADDRESS TO WHICH CONTRACTOR SHALL SEND HIS PAYMENT VOUCHERS: _____

ALL CORRESPONDENCE IN CONNECTION WITH THIS CONTRACT SHALL BE ADDRESSED TO: _____

TO: THE FOOD DISTRIBUTION ADMINISTRATION:

WE, THE UNDERSIGNED VENDOR, HEREBY OFFER TO SELL THE BELOW LISTED COMMODITY TO THE _____, ON THE BASIS OF THE TERMS AND CONDITIONS SET FORTH HEREIN, ON THE REVERSE HEREOF AND IN _____ DATED _____;

1. COMMODITY: _____
2. QUANTITY: ALL OR ANY PART OF EACH OF THE FOLLOWING LOTS:

LOT NUMBER	UNIT SIZE & NO.	STYLE	PRICE PER
NO. OF CASES	UNITS PER CASE	GRADE ETC.	DOZ. UNITS
A			
B			
C			
D			
E			
F			

3. POINT OF DELIVERY: _____
4. ORIGINATING CARRIER: _____
5. DATE } OF DELIVERY:
PERIOD } _____
6. RATE OF DELIVERY: _____
7. CARRYING CHARGE RATE: _____
8. COMMODITY SPECIFICATIONS: _____
9. PACKAGING: _____
10. LIQUIDATED DAMAGES: _____
11. PERFORMANCE BOND: _____
12. OTHER CONDITIONS: _____

13. EXECUTION: THIS OFFER SHALL BE ACCEPTED ON OR BEFORE _____
NOTICE OF ACCEPTANCE MAY BE GIVEN BY TELEGRAM FILED IN THE UNITED STATES NOT LATER THAN MIDNIGHT OF SUCH DATE. THIS OFFER IS EXECUTED AS OF _____
BY:.....NAME OF FIRM _____

{ AFFIX } BY _____ TITLE _____
{ SEAL, }
{ IF ANY } TYPE OF FIRM _____
STREET ADDRESS _____
CITY & STATE _____

LOCATION OF INVOICING OFFICE _____

ACCEPTANCE: _____ DATE _____
QUANTITY _____

BY _____ PURCHASE REPRESENTATIVE
ADDRESS TO WHICH CONTRACTOR SHALL SEND HIS PAYMENT VOUCHERS: _____

ALL CORRESPONDENCE IN CONNECTION WITH THIS CONTRACT SHALL BE ADDRESSED TO: _____

TO: THE FOOD DISTRIBUTION ADMINISTRATION:

WE, THE UNDERSIGNED VENDOR, HEREBY OFFER TO SELL THE BELOW LISTED COMMODITY TO THE _____, ON THE BASIS OF THE TERMS AND CONDITIONS SET FORTH HEREIN, ON THE REVERSE HEREOF AND IN _____, DATED _____:

1. COMMODITY: _____
2. QUANTITY: TYPE AND PRICE: ALL OR ANY PART OF ANY ONE OF THE FOLLOWING GROUPS:

QUANTITY	TYPE	UNIT	PRICE PER UNIT	DELIVERY CONDITIONS
				(A) SUBJECT TO A LOCAL RATE, NOT PROPORTIONAL OR TRANSIT, WHICH WILL APPLY ON OUTBOUND SHIPMENTS.
				(B) WITH INBOUND TONNAGE THAT WILL ENTITLE THE PURCHASER TO THE OUTBOUND PROPORTIONAL RATES FROM MILLING POINT.
				(C) WITH INBOUND TONNAGE THAT WILL ENTITLE THE PURCHASER TO AN OUTBOUND COMMERCIAL TRANSIT RATE (BALANCE OF THROUGH RATE) IF NOT TO EXCEED:
				\$ _____ PER CWT. TO _____
				\$ _____ PER CWT. TO _____
				\$ _____ PER CWT. TO _____
				\$ _____ PER CWT. TO _____
				\$ _____ PER CWT. TO _____
				\$ _____ PER CWT. TO _____
				\$ _____ PER CWT. TO _____
				\$ _____ PER CWT. TO _____
WHEN THE PRIMARY "MILLING-IN-TRANSIT" CHARGE IS ASSESSED AT THE MILLING POINT AGAINST THE INBOUND TONNAGE SUR-RENDERED, THIS CHARGE WILL BE PAID BY THE PURCHASER EXCEPT WHEN TRANSIT CHARGE IS DUE TO PRIOR TRANSITS.				
IT IS UNDERSTOOD SHIPMENTS MOVING UNDER TRANSIT OR PROPORTIONAL RATES ARE SUBJECT TO CARRIER'S TARIFF REGULATIONS GOVERNING TRANSIT.				

3. POINT OF DELIVERY: _____
4. ORIGINATING CARRIER: _____
5. DATE } OF DELIVERY:
 PERIOD }
6. RATE OF DELIVERY: _____
7. CARRYING CHARGE RATE: _____
8. COMMODITY SPECIFICATION: _____
9. PACKAGING: _____
10. LIQUIDATED DAMAGES: _____
11. PERFORMANCE BOND: _____
12. OTHER CONDITIONS: _____
13. EXECUTION: THIS OFFER SHALL BE ACCEPTED ON OR BEFORE _____
 NOTICE OF ACCEPTANCE MAY BE GIVEN BY TELEGRAM FILED IN THE UNITED STATES NOT LATER THAN MIDNIGHT OF SUCH DATE. THIS OFFER IS EXECUTED ON _____
 BY:.....NAME OF FIRM _____

BY _____ TITLE _____

{ AFFIX }
 { SEAL }
 { IF ANY }

TYPE OF FIRM _____

STREET ADDRESS _____

CITY & STATE _____

LOCATION OF INVOICING OFFICE _____

(ACCEPTANCE CLAUSE SAME AS FDA-290 AND FDA-291)

PURCHASE CONTRACT—TRANSIT

Contract No. _____

Contract date _____

(NEGOTIATED CONTRACT)

To: THE FOOD DISTRIBUTION ADMINISTRATION:

We, the undersigned vendor, hereby offer to sell the below-listed commodity to the _____, on the basis of the terms and conditions set forth herein, on the reverse hereof and in _____ dated _____

1. Commodity _____

2. Quantity: Type and price (all or any part of any one of the following groups):

Quantity	Type	Unit	Price Per Unit	Delivery Conditions	
				(A) Subject to a local rate, not proportional or transit, which will apply on outbound shipments.	When the primary "milling-in-transit" charge is assessed at the milling point against the inbound tonnage surrendered, this charge will be paid by the purchaser except when transit charge is due to prior transits.
				(B) With inbound tonnage that will entitle the purchaser to the outbound proportional rates from milling point.	It is understood shipments moving under transit or proportional rates are subject to carrier's tariff regulations governing transit.
				(C) With inbound tonnage that will entitle the purchaser to an outbound commercial transit rate (balance of through rate) of not to exceed:	
				\$_____ per cwt. to _____	
				\$_____ per cwt. to _____	
				\$_____ per cwt. to _____	

3. Point of delivery _____

4. Originating carrier _____

5. Date } of delivery
Period }

6. Rate of delivery _____

7. Carrying charge rate _____

8. Commodity specification _____

9. Packaging _____

10. Liquidated damages _____ 11. Performance bond _____

12. Other conditions _____

13. Execution: This offer shall be accepted on or before _____

Notice of acceptance may be given by telegram filed in the United States not later than midnight of such date. This offer is executed as of _____

By (name of firm) _____

By _____ Title _____

{ AFFIX } Type of firm _____
{ SEAL, }
{ IF ANY } Street address _____

City and State _____

Location of invoicing office _____

CONDITIONS

1. **Definitions.**—As used herein.—(a) "Deliverable time" means the date of delivery or the first day of the period of delivery specified in this contract. (b) "Time for Delivery" shall mean the fifth day following receipt of Delivery Notice or the Deliverable Time, whichever is later. (c) "Late Delivery" means delivery after the Time for Delivery. (d) "Commodity" means the commodity or product sold and to be delivered under this contract.

2. **Specifications.**—The commodity shall meet the specifications prescribed by this contract and shall conform to the applicable provisions of the Federal Food, Drug, and Cosmetic Act and Amendments, regulations, and decisions pertaining thereto in effect on the date of the offer.

3. **Inspection.**—(a) The commodity must be inspected after the date of acceptance of the offer and prior to delivery. Such inspection shall be made after the seller's request therefor by the Food Distribution Administration of the United States Department of Agriculture, or by any person or agency designated by and under the supervision of that Administration. (b) If the seller shall request inspection of the commodity at least 10 days before the Deliverable Time, then the provisions of paragraph 7 hereof shall not apply to any Late Delivery which shall result solely from the inspection herein provided for being incomplete at the Time for Delivery; otherwise the provisions of said paragraph shall apply to any such Late Delivery. (c) For the purposes of this contract inspection shall not be deemed to be complete or the commodity deemed to be inspected until an inspection certificate has been issued. (d) Unless otherwise provided in the offer (1) the cost of inspection, including the furnishing of samples, shall be borne by the seller, and (2) any chemical analysis required for such inspection shall be made in accordance with the Methods of the Association of Official Agricultural Chemists, in effect on the date of the offer.

4. **Packaging.**—The commodity shall be packaged in accordance with the requirements of this contract. All packages and containers shall be so constructed as to insure acceptance by common or other carrier for safe transportation for export shipment, or, if domestic shipment is indicated in the contract, for domestic shipment. Each container or package shall be marked as prescribed by the contract or as may be prescribed by purchaser on or before the date of issuance of the delivery notice.

5. **Delivery.**—(a) The commodity shall be delivered in the manner (f. a. s., f. o. b., etc.) and at the point or points of delivery specified in the offer. The Delivery shall be made at the Time for Delivery. Delivery shall not be made until after receipt of Delivery Notice and unless the commodity has first been inspected and approved. (b) If delivery is made f. o. b. cars or trucks, the seller should load and brace such cars or trucks in accordance with carrier's regulations.

6. **Carrying Charge.**—If the purchaser fails to issue Delivery Notice by the date of delivery or the last day of the period of delivery specified in the contract, the seller shall be entitled to Carrying Charges at the rate specified in this contract, said Carrying Charges to accrue beginning with the sixth day after the date of delivery or the last day of the period of delivery.

7. **Liquidated damages.**—(a) Late delivery by the seller will cause serious and substantial damages to the purchaser because of its urgent need for prompt delivery. Since it will be difficult if not impossible to prove the amount of such damages, the seller shall pay to the purchaser by way of compensation and not as penalty, liquidated damages at the rate set forth in the offer for each unit of the commodity as to which there has been Late Delivery. Such damages are agreed to be a reasonable estimate of the probable actual damages: *Provided, however,* That if, upon written application of the seller, the purchaser shall in its sole discretion determine that the Late Delivery was the result of an unforeseeable cause or causes, without any fault or negligence of the seller contributing thereto, the seller shall not be required to pay any liquidated damages. The determination of the purchaser shall be final and conclusive upon the parties. (b) In the event of a total failure to deliver in whole or in part, seller shall pay liquidated damages at the rate specified in the offer in the same manner as for Late Delivery, and in addition thereto purchaser shall be entitled to recover the difference between the cost of replacement of the commodity and the contract price, calculated as of the date when the total failure to deliver takes place. A total failure to deliver within the meaning of this subparagraph shall be deemed to have taken place (1) if subsequent to the Time for Delivery the seller

shall declare his intention not to deliver, or (2) if subsequent to the Time for Delivery and before delivery has been tendered purchaser shall declare its intention not to accept. (c) The failure of the offer to specify a rate of liquidated damages shall not be deemed a waiver by purchaser of any damage it may suffer in the event of any breach on the part of the seller. The measure of damages and remedies provided for herein shall be in addition to and not in lieu of the remedies provided by law.

8. **Performance bond.**—Unless otherwise specified in this contract, the seller shall furnish the purchaser, within ten (10) days after the acceptance of the offer, an acceptable surety bond conditioned on his faithful performance of each and all of the provisions of the contract, or in lieu of such bond a certified check or a cashier's check. Said bond or check shall be payable to the purchaser and shall be in such amount as the purchaser shall prescribe, which will be not more than the percentage, set forth in the offer, of the amount for which the offer is accepted, but in no event less than one thousand dollars (\$1,000).

9. **Price ceiling warranty.**—The seller represents and warrants that the price or prices of the commodity do not exceed any existing applicable maximum price or prices established by the Office of Price Administration. In the event the price or prices of the commodity, at the making of delivery thereof, exceed the then applicable maximum price or prices, the seller shall be entitled only to the amount of such established maximum and shall refund to the purchaser all moneys received in payment for such commodity in excess of such established maximum.

10. **Payment.**—Payment to the seller will be made as soon as practicable after submission by the seller of a correct claim or claims for any delivery and payment by the purchaser will be contingent upon compliance with conditions set forth in the contract.

11. **Changes and extras.**—No changes in the terms and conditions of the contract shall be allowed unless the same have been ordered in writing by the purchaser and the price stated in such order.

12. **Discrimination.**—(a) The seller in performing the work required by this contract shall not discriminate against any person or employee because of race, creed, color, or national origin. (b) The seller agrees that the provisions of paragraph (a) above will also be inserted in all of his subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or legal entity, for a specific part of the work to be performed in connection with the commodity furnished under this contract: *Provided, however,* That a contract for the furnishing of standard or commercial articles or raw materials shall not be considered as a subcontract.

13. **Contingent fees.**—The seller warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the purchaser the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

14. **Assignment of claims.**—No claims against purchaser may be assigned except in accordance with the Assignment of Claims Act of 1940. (Public, No. 311, 76th Cong., approved Oct. 9, 1940.)

15. **Notice of overtime law.**—Regulations relating to overtime compensation stipulated by Executive Order 9240, signed by the President on September 9, 1942, as amended by Executive Order 9248, signed by the President on September 17, 1942, apply.

16. **Officials not to benefit.**—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of the contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract if made with a corporation for its general benefit.

CONDITIONS

1. Definitions: As used herein. (a) "Deliverable time" means the date of delivery or the first day of the period of delivery specified in this contract. (b) "Time for Delivery" shall mean the fifth day following receipt of Delivery Notice or the Deliverable Time, whichever is later. (c) "Late Delivery" means delivery after the Time for Delivery. (d) "Commodity" means the commodity or product sold and to be delivered under this contract.
2. Specifications: The commodity shall meet the specifications prescribed by this contract and shall conform to the applicable provisions of the Federal Food, Drug, and Cosmetic Act and Amendments, regulations, and decisions pertaining thereto in effect on the date of the offer.
3. Inspection: (a) The commodity must be inspected after the date of acceptance of the offer and prior to delivery. Such inspection shall be made after the seller's request therefor by the Food Distribution Administration of the United States Department of Agriculture, or by any person or agency designated by and under the supervision of that Administration. (b) If the seller shall request inspection of the commodity at least ten days before the Deliverable Time, then the provisions of paragraph 7 hereof shall not apply to any Late Delivery which shall result solely from the inspection herein provided for being incomplete at the Time for Delivery; otherwise the provisions of said paragraph shall apply to any such Late Delivery. (c) For the purposes of this contract inspection shall not be deemed to be complete or the commodity deemed to be inspected until an inspection certificate has been issued. (d) Unless otherwise provided in the offer (1) the cost of inspection, including the furnishing of samples, shall be borne by the seller, and (2) any chemical analysis required for such inspection shall be made in accordance with the Methods of the Association of Official Agricultural Chemists, in effect on the date of the offer.
4. Packaging: The commodity shall be packaged in accordance with the requirements of this contract. All packages and containers shall be so constructed as to insure acceptance by common or other carrier for safe transportation for export shipment, or, if domestic shipment is indicated in the contract, for domestic shipment. Each container or package shall be marked as prescribed by the contract or as may be prescribed by Purchaser on or before the date of issuance of the delivery notice.
5. Delivery: (a) The commodity shall be delivered in the manner (f.a.s.; f.o.b., etc.) and at the point or points of delivery specified in the offer. The Delivery shall be made at the Time for Delivery. Delivery shall not be made until after receipt of Delivery Notice and unless the commodity has first be inspected and approved. (b) If Delivery is made f.o.b. cars or trucks, the seller should load and brace such cars or trucks in accordance with carrier's regulations.
6. Carrying Charge: If the purchaser fails to issue Delivery Notice by the date of delivery or the last day of the period of delivery specified in the contract, the seller shall be entitled to Carrying Charges at the rate specified in this contract, said Carrying Charges to accrue beginning with the sixth day after the date of delivery or the last day of the period of delivery.
7. Liquidated Damages: (a) Late Delivery by the seller will cause serious and substantial damages to the purchaser because of its urgent need for prompt delivery. Since it will be difficult if not impossible to prove the amount of such damages, the seller shall pay to the purchaser by way of compensation and not as penalty, liquidated damages at the rate set forth in the offer for each unit of the commodity as to which there has been Late Delivery. Such damages are agreed to be a reasonable estimate of the probable actual damages. Provided, however, that if, upon written application of the seller, the purchaser shall in its sole discretion determine that the Late Delivery was the result of an unforeseeable cause or causes, without any fault or negligence of the seller contributing thereto, the seller shall not be required to pay any liquidated damages. The determination of the purchaser shall be final and conclusive upon the parties. (b) In the event of a total failure to deliver in whole or in part, seller shall pay liquidated damages at the rate specified in the offer in the same manner as for Late Delivery, and in addition thereto Purchaser shall be entitled to recover the difference between the cost of replacement of the commodity and the contract price, calculated as of the date when the total failure to deliver takes place. A total failure to delivery within the meaning of this subparagraph shall be deemed to have taken place (1) if subsequent to the Time

for Delivery the seller shall declare his intention not to deliver or (2) if subsequent to the Time for Delivery and before delivery has been tendered purchaser shall declare its intention not to accept. (c) The failure of the offer to specify a rate of liquidated damages shall not be deemed a waiver by purchaser of any damage it may suffer in the event of any breach on the part of the seller. The measure of damages and remedies provided for herein shall be in addition to and not in lieu of the remedies provided by law.

8. Performance Bond: Unless otherwise specified in this contract, the seller shall furnish the purchaser, within ten (10) days after the acceptance of the offer, an acceptable surety bond conditioned on his faithful performance of each and all of the provisions of the contract, or in lieu of such bond a certified check or a cashier's check. Said bond or check shall be payable to the Purchaser and shall be in such amount as the purchaser shall prescribe, which will be not more than the percentage, set forth in the offer, of the amount for which the offer is accepted, but in no event less than one thousand dollars (\$1,000).

9. Price Ceiling Warranty: The seller represents and warrants that the price or prices of the commodity do not exceed any existing applicable maximum price or prices established by the Office of Price Administration. In the event the price or prices of the commodity, at the making of delivery thereof, exceed the then applicable maximum price or prices, the seller shall be entitled only to the amount of such established maximum and shall refund to the purchaser all moneys received in payment for such commodity in excess of such established maximum.

10. Payment: Payment to the seller will be made as soon as practicable after submission by the seller of a correct claim or claims for any delivery and payment by the purchaser will be contingent upon compliance with conditions set forth in the contract.

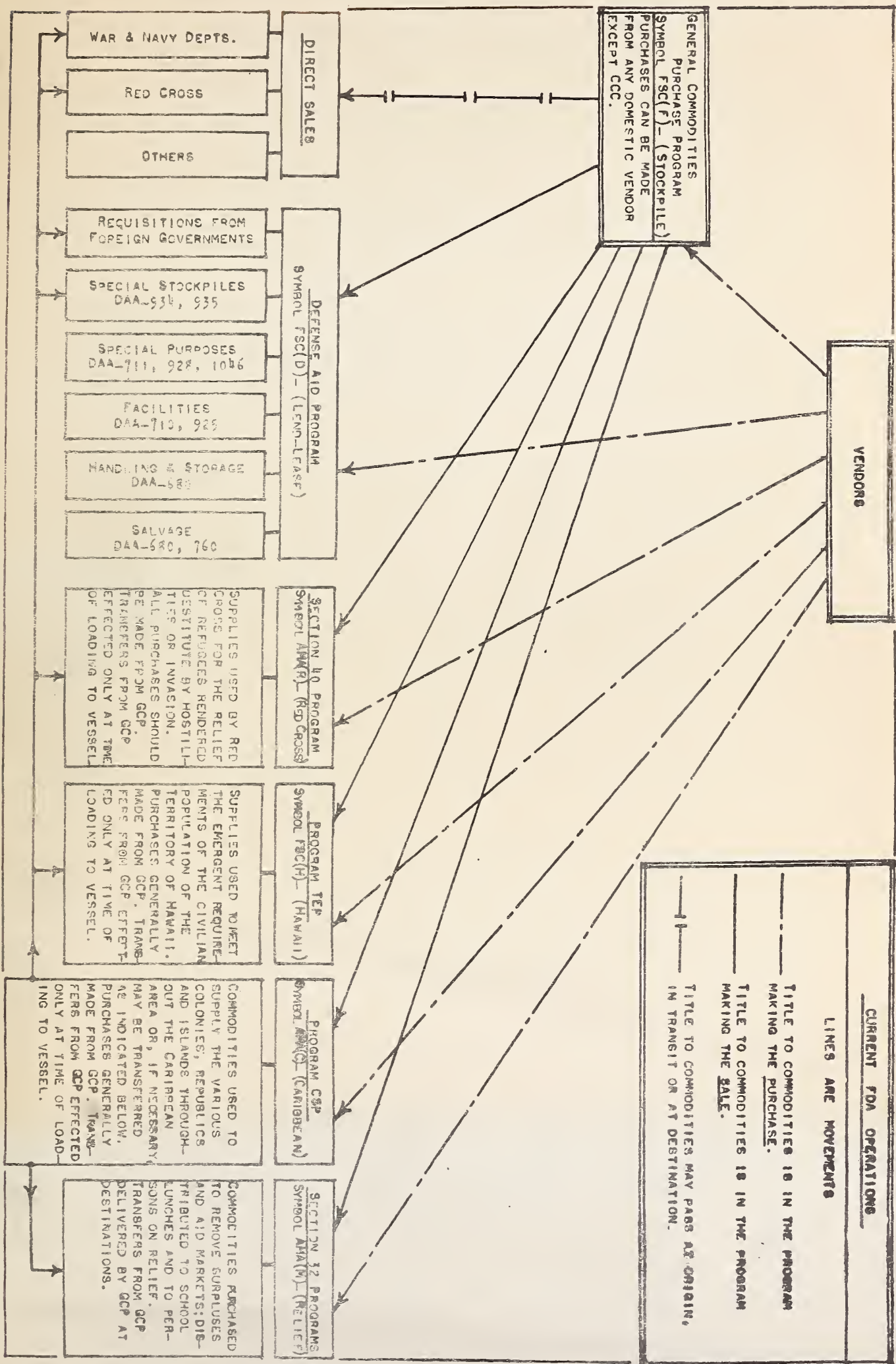
11. Changes and Extras: No changes in the terms and conditions of the contract shall be allowed unless the same have been ordered in writing by the purchaser and the price stated in such order.

12. Discrimination: (a) The seller in performing the work required by this contract shall not discriminate against any person or employee because of race, creed, color, or national origin. (b) The seller agrees that the provisions of paragraph (a) above will also be inserted in all of his subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or legal entity, for a specific part of the work to be performed in connection with the commodity furnished under this contract; provided however, That a contract for the furnishing of standard or commercial articles or raw materials shall not be considered as a subcontract.

13. Contingent Fees: The seller warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the purchaser the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

14. Assignment of Claims: No claims against purchaser may be assigned except in accordance with the Assignment of Claims Act of 1940. (Public Number 311, 76 Congress, Approved October 9, 1940).

15. Notice of Overtime Law: Regulations Relating to Overtime Compensation stipulated by Executive Order 9240, signed by the President on September 9, 1942, as amended by Executive Order 9248, signed by the President on September 17, 1942, apply.



UNITED STATES DEPARTMENT OF AGRICULTURE
Federal Surplus Commodities Corporation
Washington, D. C.

FSCC STANDARD CONTRACT CONDITIONS "A"

All offers made to the Federal Surplus Commodities Corporation and bearing reference hereto shall be considered as including the following terms and conditions as fully as though set forth in detail in such offer.

This instrument, FSCC Standard Contract Conditions "A", the offer referring hereto, and the acceptance of the offer shall constitute the contract between FSCC and the vendor. The symbol FSCC means the Federal Surplus Commodities Corporation. The word vendor refers to the person, firm or corporation whose name is subscribed in the offer.

- a. DELIVERY: The commodity or product shall be delivered upon the terms (i.e., f.o.b., f.a.s., etc.) and at the delivery point named in the offer, at the times or during the period therein specified for delivery, at the option and direction of FSCC. FSCC will give the vendor a delivery notice, in the number of days specified in the offer, in advance of the beginning of any delivery.
- b. SPECIFICATIONS: The commodity or product delivered shall conform to the specifications set forth in the offer and to applicable provisions of the Federal Food, Drug and Cosmetic Act and amendments, regulations and decisions pertaining thereto, all as in effect on date of invitation to offer.
- c. INSPECTION: Inspection of the commodity or product delivered to FSCC shall be made after the date of acceptance of any offer and prior to delivery by the Agricultural Marketing Administration of the United States Department of Agriculture or by any person or agency designated by and under the supervision of that Administration. Unless otherwise specified in the offer the cost of such inspection, including furnishing samples, and of issuing certificates of inspection shall be borne by the vendor.

Unless otherwise specified in the offer, any chemical analysis required in testing the commodity or product shall be made in accordance with the Methods of the Association of Official Agricultural Chemists in effect on the date of invitation to offer.

- d. CONTAINERS: The commodity or product delivered shall be packaged as set forth in the offer. All packages or containers shall be so constructed as to insure acceptance by common or other carrier for safe transportation for domestic shipment or if export shipment is indicated in the offer, for export shipment, at the lowest rates in effect. Each container or package shall be marked as prescribed in the offer or as may be prescribed by FSCC on or before the date of issuance of the delivery notice.

- e. DELAYS AND DAMAGES: Inasmuch as the failure of the vendor to deliver, within the time specified, the quantity of the commodity or product will, because of the urgent need of such commodity or product by the purchaser, cause serious and substantial damages to the purchaser and it will be difficult, if not impossible, to prove the amount of such damages, the vendor shall pay to FSCC, as liquidated damages and not as penalty, the liquidated damage sum per unit set forth in the offer for each unit of said commodity or product not delivered in accordance with the terms of the contract, which amount is agreed is a reasonable estimate of such damages in the circumstances: Provided, however, That if the President of the Federal Surplus Commodities Corporation determines that the failure to make delivery as agreed in the contract results from unforeseeable causes and without the fault or negligence of the vendor, the President of the Federal Surplus Commodities Corporation, upon request of the vendor, may extend the time for making delivery for such time as he deems reasonable under the circumstances and in view of the urgent needs of the purchaser. The President may delegate to any officer or employee or agent of the Federal Surplus Commodities Corporation the power herein given to determine whether the failure to deliver is due to unforeseeable causes beyond the control and without the fault or negligence of the vendor, and the determination of the President of the Federal Surplus Commodities Corporation or such officer or employee or agent in this respect shall be final and conclusive on the parties to the contract.

The absence of any liquidated damage sum in the offer shall not be considered a waiver of damages for any breach of the contract.

- f. PERFORMANCE BOND: Unless otherwise specified in the offer, the vendor shall furnish FSCC an acceptable surety bond conditioned on his faithful performance of each and all of the provisions of the contract, or in lieu of such bond a certified check or a cashier's check. Said bond or check shall be payable to FSCC, shall be furnished within ten (10) days after the date of acceptance of the offer, and shall be in such amount as FSCC shall prescribe, which will be not more than ten (10) percent of the amount for which the offer is accepted, but in no event less than \$1,000.
- g. PAYMENT: Payment to vendors will be made as soon as practicable after submission of a correct claim or claims for any delivery and payment will be contingent upon compliance with conditions set forth in the contract.

UNITED STATES DEPARTMENT OF AGRICULTURE
Food Distribution Administration
Washington, D. C.

April 15, 1943

EXPORT PACKAGING SPECIFICATIONS

These specifications supersede those contained in FSC-1742-B. All vendors shall use these types of boxes as rapidly as existing stocks on hand or under contract are exhausted.

Unless otherwise specified, the weight of contents of a fiber box shall not exceed 65#.

Boxes to be used for a product will be designated in the announcement requesting offers of the product.

TABLE I

BOXES: FIBERBOARD, CORRUGATED & SOLID

Type	Grade	Compliance Symbol	Approximate number of Corrugations per foot	Minimum Caliper Inches	Minimum Average Bursting Strength		Maximum Per- missible Ply Separation Wet, Inches
					lbs. per sq. in. Dry	Wet	
SF	1	V1s	----	0.100	750	500	1/4
SF	2	V2s	----	0.100	550	500	1/4
SF	3	V3s	----	0.090	400	150	1/4
CF	3	V3c	Approximately 50 (B) or 42 (C) per ft.	0.023 facings 0.010 corrugation Medium	400	150	1/4

SPECIAL ITEMS

- I. SLEEVES will be used on V-1 and V-2 boxes according to the destination of the products. The announcements requesting offers will indicate whether the boxes are to be furnished with or without the sleeve. The sleeve shall be made from one piece of board of the same grade of material as the box for which it is intended, scored to form a tube. The joint is to be overlapped 1-1/2" and stitched. Stitching shall be located so that it overlies part of one end of the box or over one end of top of box over which it is to be placed. Fasteners

shall be placed not more than 2" apart and not more than 1" from each end of the joint. The nearest edge of the line of fasteners shall be located between $3/8$ " and $5/8$ " from the free end of the stitch lap to assure the lap's lying flush against the end panel without flare. Stitches to be at least .100 x .020. The sleeve shall fit the box snugly over top, bottom and ends. The length of the sleeve shall be the same as the inside width of the box.

- II. FULL TELESCOPE FIBER BOX (Packaging of meat Products net weight 45# to 55#); Full telescope construction with stitched corners. Boxes shall be paraffined on the inside. Boxes containing asphalt are not acceptable for frozen meat products.

GENERAL REQUIREMENTS

Style: Regular slotted boxes, unless otherwise specified in the announcement.

Material: Under normal atmospheric conditions (50° to 70° relative humidity) the minimum average bursting test dry, and immediately after 24 hours immersion in water from 70° to 80° F., the minimum average Mullen test wet shall be as given opposite the type of board in Table I. An average of six punctures shall be taken, three from each side of board.

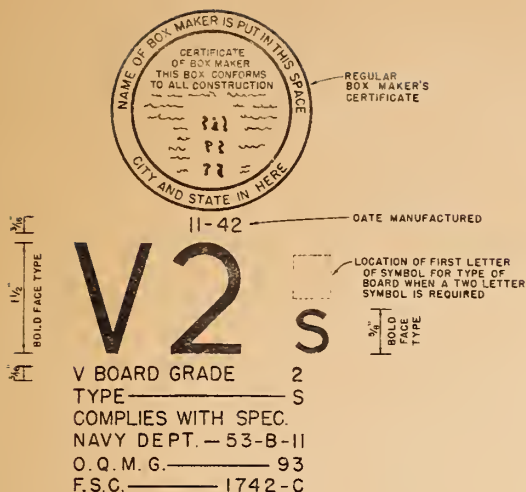
Body Joint: At each joint in the body piece the fiberboard shall overlap not less than $1\frac{1}{2}$ " and be secured by metal fasteners. These metal fasteners shall be spaced not more than 2" apart and the distance between the outer fastener and the end of the joint shall not exceed 1". An additional fastener (Tie Stitch) shall be used about $1/2$ " from the outer fastener, at each end of the joint. Not less than four metal fasteners shall be used in making a body joint. In lieu of a tie stitched joint, boxes may be stitched with the same total number of fasteners (including Tie Stitches), equally spaced in a single row, stitches to be at least .100 x .020. (Boxes for round cans packed in one tier may be stitched with a single row of stitches spaced not more than 2" apart, provided stitches not less than .100 x .028 are used.)

Closure: Flaps of the boxes are to be sealed by means of a water-resistant adhesive over all areas of contact between the flaps, by metal stitching or by a combination of these methods.

Strapping: Refer to section covering strapping.

Certification: Each box shall be imprinted with the following information which shall occupy a total area not to exceed 36 square inches:

- 1 - Box maker's certificate.
- 2 - Month and year of manufacture, thus 12-42.
- 3 - Individual codes or identification symbols.
- 4 - Certification of compliance with this specification which must be exactly as illustrated in form, size, type and wording. Figures are inserted for illustrative purposes only and must conform in each case to the facts. See Table I for compliance symbols.



LAYOUT OF COMPLIANCE STAMPS
AREA OF COMPLETE IMPRINT SHALL NOT EXCEED 36 SQ. IN.
IMPRINT MAY BE PLACED HORIZONTALLY ON SHALLOW BOXES. ALL TYPE SHALL BE BOLD FACE.

The above described certification data shall be located as follows:

1. Slotted style boxes - In a corner of one side panel.
2. Full telescope boxes - In a corner of top panel of cover.

This data shall be placed as near score lines as is practicable. No other printing shall appear on the boxes except as specified in the contract or purchase order.

PERFORMANCE TESTS: Boxes packed with their contents must meet the following tests:

Immediately after 24 hours immersion in water at a temperature of 70° to 80° F., V-1 boxes must be able to successfully withstand 12 drops from a height of 30 inches and V-2 boxes must be able to successfully withstand 8 drops from a height of 30 inches onto a concrete or stone surface in such fashion that the box strikes diagonally on a corner. One drop is to be made on each of the 8 corners consecutively until total number of drops is attained. The opening of one box edge full length or spilling of the contents is to be considered failure of the box to meet this specification.

WIREBOUND WOOD BOXES

Nothing contained herein shall be construed as prohibiting the use of wirebound boxes constructed of thicker board, additional or larger wires, longer fleets, larger staples, or with closer spacing of staples, than specified.

All wirebound wood boxes shall comply with Federal Specifications NN-B-631a, except as follows: Styles 1, 2 or 3 boxes or boxes with twisted or loop closures may be used. Veneer or sawed boards of the following thickness shall be used:

Type	Total Packing Weight (Exclusive of Box)	Minimum Thickness of Sides, Top, Bottom, Ends and Liners		
		Group I Woods	Groups II and III Woods	Group IV Woods
B-0	0-42 lbs.	1/4 inch	1/8 inch	1/7 inch
B-1	43-55 lbs.	1/4 inch	3/16 inch	1/6 inch
B-2	56-85 lbs.	1/4 inch	3/16 inch	1/6 inch
B-3	86-125 lbs.	5/16 inch	7/32 inch	3/16 inch
B-4	126-280 lbs.	Shall not be used.	1/4 inch	1/4 inch

Note 1 - The following species of Group I may be of the same thickness permitted for Groups II and III Woods, for sides, top and bottom, and liners only: Cottonwood, Cypress, Magnolia, Noble Fir, White Fir and Spruce.

Note 2 - All wirebound boxes equipped with loop closures shall have each end loop stapled to the cleat or closures shall be otherwise secured to prevent pilferage. Staple shall be a 3/4" by 16 gage repair staple.

Cleats - Shall be made of Group II, III or IV Woods. Cleats shall not be less than 13/16 x 13/16 except B-4, which shall not be less than 13/16 x 7/8 or 3/4 x 15/16.

Binding

Wire - Types B-0, B-1 and B-2 shall not be less than No. 15 gauge; Type B-3 shall not be less than No. 14 gauge; Type B-4 shall not be less than No. 13 gauge. Each binding wire shall be continuous once around the box, not over 6" apart, drawn tight and fastened by staples driven astride the wires through the thin boards and into the cleats. The point of the staple shall not project through the cleats unless clinched. Box shall be closed by looping the wires or by twisting together or otherwise joining securely the ends of each binding wire. Closures or seal used to hold together the ends of the wire shall not have less than 60% of the tensile strength of the wire.

Staples - Type B-3 shall contain not less than 4 staples in cleats 10" and under in length, not less than 6 staples in cleats 10" but not over 13". On cleats longer than 13" the distance between the staples shall not average more than 2-1/4". Staples in cleats shall be not less than 1" No. 16 gauge and staples over intermediate wires shall be not less than 7/16" No. 18 gauge.

Type B-4 shall contain not less than 8 staples in any cleat for weight 126 lbs. to 280 lbs. Staples in cleats shall be not less than 1-1/8" No. 16 gauge, and staples over intermediate wires shall be not less than 9/16" No. 18 gauge.

Ends: Types B-0, B-1 and B-2 shall be reinforced with edge liners not less than 1-1/8" wide. Type B-3 ends shall be reinforced with two battens 1-3/8" x 13/16" adjacent to the side cleats. Ends so made shall be firmly fastened to the inside of the side cleats with either No. 16 gauge staples having legs not less than 13/16" long or with 7/8" No. 14 gauge cement-coated nails. Staples or nails shall be spaced not more than two inches apart. When the box is closed, two 7d. cement-coated nails shall be driven through each side cleat into a batten.

Type B-4 shall be reinforced with two liners 2-7/8" wide for ends up to 16" deep, and with three liners 2-7/8" wide for ends 16" and deeper. Each liner shall be fastened with two lines of well clinched staples. Two No. 14 gauge binding wires shall be stapled across the grain of each end. In addition, there shall be one horizontal batten along top edge of each end 1-3/8" x 13/16".

All-Bound Construction: Types B-0, B-1 and B-2 ends shall have two edge liners not less than 1-1/8" wide and No. 15 gauge binding wires spaced not more than 6" from the cleats or from each other.

Type B-3 ends shall be reinforced with two liners 1-1/4" wide and No. 15 gauge binding wires stapled across the grain of each end not less than one binding wire on each end 10" and under in depth, and not less than two binding wires on ends over 10" in depth.

Closure for Heavy Meats: Types B-3 and B-4 for meats other than canned should be size for contents to minimize voids. After wires are drawn tight for closing, box cover should be level. If necessary to close under box presses, box should be held in a rigid form under the press. Type B-4 to be strapped with one lengthwise strap in the center, top and bottom, and two ends No. 13 gauge grip-lock or equal, or 5/8" x .023" flat straps.

Boxes shall be printed with the name and address of the manufacturer and a guarantee of compliance with this specification.

NAILED WOOD BOXES

Boxes shall be made of new material of good commercial quality. All boxes shall be made of seasoned lumber having a moisture content not to exceed 18%. The pieces shall show no defects that materially weaken them, expose the contents of the box to damage, or interfere with nailing. No knot or knot hole shall have a diameter exceeding one third the width of the piece. Surfaces of box parts shall be sufficiently smooth to permit legible stenciling and shall not be splintery. Boxes shall be constructed according to Federal Specifications NN-B-621a, except for the following:

Determination of Thickness of Ends, Tops and Bottom, and Thickness and Widths of Cleats for Styles 1, 2, 2½, 4 and 5.

Type No.	Weight of Contents	Groups I and II Woods			Groups III and IV Woods		
		Minimum thickness of sides, tops and bottoms (Inches)	Minimum thickness of ends (Inches)	Minimum thickness & Width of cleats (Inches)	Minimum thickness of sides, tops and bottoms (Inches)	Minimum thickness of ends (Inches)	Minimum thickness & width of cleats (Inches)
C-1	0-55	9/32	5/8		1/4	5/8	
C-2	56-75	11/32	3/4		5/16	11/16	
C-3	76-125	7/16	5/8	5/8 x 1-3/4	3/8	5/8	5/8 x 1-3/4
C-4	126-250	9/16	3/4	3/4 x 2¼	1/2	11/16	11/16 x 2¼
C-5	251-400	11/16	25/32	25/32 x 2-5/8	9/16	3/4	3/4 x 2¼
C-6	401-650	25/32	25/32	25/32 x 2-5/8	5/8	3/4	3/4 x 2¼

Style of Box: Boxes for the various weights will be constructed according to the following styles:

Type	Box Style	Type	Box Style
C-1 & C-2	1	C-5	2 or 4
C-3 & C-4	4 or 5	C-6	2 or 2½

Note: For packaging of frozen, cured, salted and smoked meats, Types C-4, C-5 and C-6 shall be Style 2½.

Nailing: Nails of the following penny-weight shall be used according to the various types of boxes and the wood of which they are constructed:

Type	Wood Group	Penny Wt. of Nail	Type	Wood Group	Penny Wt. of Nail
C-1, C-2, C-3	All	5	C-5	3	6
C-4	1 & 2	6	C-5	4	5
C-4	3 & 4	5	C-6	1 & 2	8
C-5	1 & 2	7	C-6	3 & 4	6

SIZES OF STRAPS FOR VARIOUS WEIGHT FIBERBOARD & NAILED WOOD BOXES

Nailed wood and fiberboard boxes shall be reinforced by either curved edge, flat or round steel straps applied with a mechanical tension tool. When cross strapping is applied on Style I boxes strap shall be applied lengthwise & in the center of the box and one strap

girthwise and in the center of the box, except where fully automatic equipment is used, in which case both straps shall be applied girthwise. When other styles of boxes are used, strapping shall be applied girthwise at distances approximately $\frac{1}{6}$ the length of the box from each end.

Fiber boxes having sleeves, and telescope fiber boxes, shall be strapped with two straps at right angles.

Joint or knot breaking strength shall be at least 75% of the tensile strength of the strapping.

Type	Weight	Number	Round Steel		Number	Curved Edge or Flat Straps	
			100,000 lb. per sq. in. tensile strength (Gage)	140,000 lb. per sq. in. tensile strength (Gage)		80,000 lbs. per sq. in. tensile strength Width - Thickness	
C-1) C-2)	0-75	2	15	15	2	$\frac{3}{8}$ x 0.020	
C-3	76-125	2	14	15	2	$\frac{3}{8}$ x 0.020	
C-4	126-175	2	13	14	2	$\frac{1}{2}$ x 0.020	
	176-250	2	13	13	2	$\frac{5}{8}$ x 0.020	
C-5	251-400	2	13	13	2	$\frac{3}{4}$ x 0.020	
C-6	401-600	2	12	$12\frac{1}{2}$	2	$\frac{3}{4}$ x 0.023	

BARREL SPECIFICATIONS

New or used hardwood tierces, barrels or kegs manufactured of white oak, red oak, fir, ash or gum (red or sweet) shall be constructed according to Grade Rules and Specifications of the Associated Cooperage Industries of America, Inc. (Used tierces or barrels shall be recoopered and conditioned so that they will be considered to be sound in comparison with a new barrel).

Barrels will be lined in the following manner, depending upon the product for which they are intended:

- A - Unlined
- B - Paraffined
- C - Silicate
- D - Double Silicate
- E - Glue

